OFFICE OF THE

FARMERS' ADVOCATE

OF ALBERTA

ANNUAL REPORT

1990

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Office of the Farmers' Advocate of Alberta

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March 4, 1991

The Honourable Ernie Isley
Minister of Agriculture
131 Legislature Building
Edmonton, Alberta
T5K 2B6

Dear Sir:

I have the honour of presenting the Annual Report of the office of the Farmers' Advocate of Alberta for the period of January 1, 1990 to December 31, 1990.

Respectfully submitted,

Clifford W. Downey
Farmers' Advocate of Alberta

PREFACE

This report provides a summary of the activities of the Farmers' Advocates Office over the past year. In our Anuual Report, we attempt to detail the working of the office, to delineate and to provide some synoptic illustrations of the many cases we have dealt with during the past year. The complaints and inquiries coming forward from the farm community reflect current concerns of agriculture in an ever changing world.

The report also provides an opportunity to express our appreciation, through the Minister, to other departments and agencies of the government for assistance they have provided. The cooperation received from those in the private sector, with whom we are involved, is also appreciated as is the valuable support of the provincial news media.

Clifford W. Downey
Farmer's Advocate of Alberta

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1 JURISDICTION

The Farmers' Advocate of Alberta has two primary functions. The first is to investigate and solve problems. And, in that capacity, to act as mediator in disputes involving farmers and other segments of society.

Secondly, the Farmers' Advocate acts in an advisory capacity. The office has a broad base of past experience and can draw from a bank of knowledge that is constantly being updated. As a result, we are in a position to advise farmers, or present to farmers, alternative routes they may follow in an attempt to settle their complaints.

In disputes between individuals and local governments (rural municipalities, counties and improvement districts), we advance these complaints to the respective bodies (municipal councillors, various government departments, etc.) and request information pertaining to these cases. If we find the complaint is justified, we take measures to encourage the appropriate body to review the circumstances with us in an attempt to find a solution to the problem. We are pleased with the cooperation we have received from local government.

It is outside the jurisdiction of the office to involve ourselves in cases where the complainant retains the services of a lawyer. Further, the office withdraws from any case where the complainant subsequently retains legal service. However, litigation, in many cases, is far too expensive, too time consuming, and too uncertain a procedure for all but a handful of farmers to pursue to a successful conclusion.

Therefore, we recommend private negotiation between two opposing parties; always stressing an appreciation and understanding for the position taken by the other side.

2 GENERAL COMMENTS

The Farmer's Advocate handles a wide range of agricultural problems in his role as a mediator and facilitator. The following highlights some of the major areas of activity.

During 1990 a much greater focus has been given to the promotion and development of Rural Crime Watch groups throughout the province. We will continue to build on the past successes of the program and we expect a further increase in activity in the coming year.

The farm financial situation continues to require a good deal of our attention. Of the financial cases coming to the Advocate, most, but certainly not all, resulted in referrals either to Alberta Agriculture's Farm Business Management Branch at Olds or to the Farm Debt Review Board.

There was, during 1990, a noteworthy judgement of great relevancy in which the federal Court of Appeal ruled a section of the Income Tax Act as unconstitutional. To quote Justice James Hugessen "The absurdity . . . is that, in Parliament's view, a night search for terrorist bombs is prima facie unreasonable while one for the books of account is not." The interest of our office, in the case, was the result of a Revenue Canada farm record search and seizure complaint. The result was satisfactory to the farmer who brought the matter to the attention of our office.

Complaints against intensive livestock operations or requests for assistance from those parties effected by them were down.

This year's report covers, for the first time, the details of a new program coming to us from Alberta Environment. The Refined Hydrocarbon Impact Program (R.H.I.P.) is administered by the Farmers' Advocate in much the same manner as the Water Well Restoration or Replacement Program (W.W.R.R.P.).

The program attempts to reestablish a water source for owners of rural water supplies that may have been contaminated by leakage from underground storage tanks or pipes over which they had no control and could not establish ownership.

The Farmers' Advocate's office has, during the past year, responded to the request for input to the proposed Alberta Environmental Protection and Enhancement Act. The office also responded to the Public Health Advisory and Appeal Board's position paper "Minimum Distance Separation Requirements for Intensive Livestock Operations." Water, either too much or too little, was the cause of a substantial number of our cases this year, followed closely by fence line and territorial disputes.

More than a few inquiries came to the office requiring an explanation of the "Rule of Adverse Possession". There were those who had thought that somehow changes to titled property boundaries could be effected.

On occasion the Farmers' Advocate is involved in difficult, almost grudge type, disputes where long standing animosities exist between neighbors or farmers and other parties. We were involved in several disputes of this nature during the past year where agreement for resolution was reached.

Third parties or agencies are also sometimes required to take some action as part of the agreement. Unfortunately, these third parties could not, in some cases, act on the agreement within a reasonable time frame, animosities between adversaries again surfaced and the agreements were lost.

Suffice to say the Farmers' Advocate's experience is, in dispute resolutions, once an agreement is reached, action must follow closely on the heels of that agreement to ensure any degree of certainty of outcome.

3 LIVESTOCK PREDATOR INDEMNITY PROGRAM

The Farmers' Advocate acts as the appeal body for livestock owners whose applications for compensation under the program were rejected.

This year saw an increase in the number of appeals dealt with by this office. And, the Livestock Predator Committee has reported a steady increase in the number of claims they received in 1990 particularly in coyote predation.

On June 1, 1990 a number of changes were made to the program and they are as follows:

1. The compensation rates for confirmed kills is increased from 'up to 80 per cent of commercial value at the time of loss' to 'up to 100 per cent of commercial value at the time of loss'.

2. The compensation rates for probable kills remain at 'up to 50 per cent of commercial value at the time of loss'.

3. Compensation for missing animals is discontinued. It used to be at 'up to 30 per cent of commercial value at the time of loss'.

4. There will be a $100 per claimant annual deductible instead of the current $100 annual minimum loss before the claimant is eligible for compensation.

5. Compensation for all predation losses from dogs is discontinued.

The change which discontinues compensation for missing livestock is causing concern among farmers. In many instances the animals are dragged away or no evidence of a carcass is left to examine.

It is apparent from reviewing the Livestock Predator Compensation Committee's 1987, 1988 and 1989 annual reports that livestock predation claims are on the rise. The steady increase has been attributed to a number of causes. For example, there is no bounty or value on predator's hides and poison is not generally available to farmers. As a result, there has been an increase in the predator populations in general and Coyotes in particular. The Farmers' Advocate's office believes the number of claims could be reduced if more funding were directed at the control of predators rather than 'after the fact' measures such as the Livestock Predator Indemnity Program.

4 WATER WELL RESTORATION OR REPLACEMENT PROGRAM (WWRP)

This program remains unchanged since it was introduced in early 1987. It has been serving the agricultural community well, as it allows a rural landowner an economical means to repair or replace a water well damaged by energy related activities.

However, before a landowner submits an application to our office, the applicant must contact the appropriate party (geophysical or oil company) in an attempt to settle the alleged damages. Should a solution not be found, then the applicant should contact, if seismic related, the Exploration Inspections and Investigations Unit of Alberta Forestry, Lands and Wildlife. If the damage is the result of oil well activity the landowner should contact Alberta Environment's Technical Services Division.

When an application is forwarded to our office by either department, we will schedule a hearing before a WWRP Committee and provide the applicant with further information pertaining to the hearing and evidence that may be required. After the hearing, our office will advise the applicant in writing of the Committee's decision.

The number of applications under the program is slightly lower than in past years. This is likely due to the reduced level of seismic and oil and gas related exploration activity.

5 REFINED HYDROCARBON IMPACT PROGRAM (RHIP)

We are pleased to introduce and report on the Refined Hydrocarbon Impact Program (RHIP). This program is similar to the Water Well Restoration or Replacement Program (WWRRP) but deals with domestic water sources (water well, dugout) which have been contaminated by refined hydrocarbons (gasoline or diesel fuel) from unknown or untraceable sources.

In a situation where there may be more than one source of hydrocarbon contamination or where the party responsible (from an orphan site or abandoned industry facility) remains unknown the effected party has, in the past, had little recourse but to consider an expensive civil litigation. Alternatively, the problem could be rectified at the landowners expense.

Two applications were received by our office in 1990 and the decisions, following hearings, were favorable to the applicants.

6 RURAL CRIME WATCH (RCW)

In 1990 the Rural Crime Watch Program continued to show signs of growth. A number of defunct associations have been revitalized and two new associations were established.

One of the major reasons for the sudden surge in enthusiasm has been the widespread interest in the automatic dialing fan out system. The Greater Lakeland RCW Association pioneered the system and new technology has simplified its use. This system allows the RCMP to talk to the Rural Crime Watch members on a regular basis without a meeting or an awkward manual fan out system. To date, five associations employ the system and 10 to 15 more are presently working towards the purchase of one.

Crimes such as cattle thefts, unlawful hunting, trespass and gas thefts continued to plague the farmer and rancher. With assistance from the Producer Liaison Committee of the Alberta Cattle Commission, a strong message is being sent to the producers to join and participate in their local RCW groups.

The Farmers' Advocate's office in 1991 continues to promote Rural Crime Watch through the spring and fall newsletters, annual provincial workshops and on-site meetings with the police and RCW associations across the province.

7 SURFACE RIGHTS

Surface rights continues to count for a large percentage of inquiries and complaints directed to the Farmers' Advocate's office.

A number of complaints relate to annual compensation, specified by either the lease agreement or right of entry order, not being paid to the landowner when due. The landowner must apply to the Surface Rights Board for compensation under Section 39 of the Surface Rights Act. When the Board is satisfied, from evidence submitted, that a payment is due they will direct the Provincial Treasury to pay out of general revenue funds the amount which is owed. Such a payment, once made, is considered to be a debt owed to the crown.

Some companies who have abandoned well sites have also suspended paying annual compensation even though the surface lease or right of entry order remains in force until a Reclamation Certificate has been issued. In these situations the landowner can also apply to have annual compensation paid.

However, some companies terminate the lease agreement after abandonment by having the land owner sign a release in favor of the company. This then releases the company from further financial obligations. Our office has advised landownersthat there is no leg; l requirement to sign any document when well sites are abandoned. No Reclamation Certificate will be issued by the Land Conservation & Reclamation Council until the abandoned area meets the standard as required by the Council.

A unique situation was presented to our office when an oil company (B) informed a landowner they were going to install a pipeline in an existing right-of-way granted to another company (A). Company B indicated to the landowner that they had reached an agreement with Company A and that they had a legal right to construct additional pipelines as per the easement agreement signed by the landowner.

It was the opinion of our office, which was consistent with legal advice received, a partial transfer of rights to a third party was not legally binding. After we advised Company B of our opinion, the Company chose to acquire a separate right of way agreement with the landowner, as set out by the Surface Rights Act.

It is our understanding a newly revised easement agreement will be released shortly by the oil and gas industry. One of the changes in the new agreement will specify that only one pipeline per easement can be constructed thus eliminating the problem.

8 SEISMIC ACTIVITY

Activities from seismic operations have remained steady throughout this past year; judging by the number of inquiries through our office.

The complaints we receive cover the entire spectrum of concerns that land owners and occupants have. A large number concerned disputes due to damage to crops and or fields or to the interpretation of the conditions of the agreement by the landowner. As we have indicated in prior years all agreements should be in writing and the terms and conditions of the agreement should be clearly indicated and understood by both parties before being signed. For example; What is intended regarding bush clean-up? Do normal damages include some rutting?

One area of complaint which increased in this past year was that some operators were not meeting their financial commitments to pay access and permit fees to the landowner by the agreed upon date.

We have suggested to landowners and occupants they request payment from geophysical operators before allowing entry onto the land. Alternately, it is recommended that interest on late payments or penalties be included in the contract with the seismic operator. Some petroleum companies, who hire seismic operators, are having financial or cash flow problems and are not able to satisfy all of their commitments.

The land owner would have great difficulty recovering compensation due to him should the petroleum company become bankrupt.

Some inquiries pertaining to specific concerns, such as flowing shot holes, were referred to the exploration coordinator of Alberta Forestry, Lands and Wildlife for consideration. Other seismic inquiries were of a general nature and answered quickly or resolved during the telephone conversation.

9 MINERAL RIGHTS

Most complaints are the result of disputes regarding the costs deducted from freeholder's gas royalties. The lease agreements freeholders sign usually specify a royalty precentage applied at the place of sale. In essence this means that the freehold royalty share of gas produced and marketed incurred the costs of processing and transportation from the point of measurement, usually the well site. Alternately, the lease may specify a reasonable portion can be deducted for processing and transportation etc. The question of what is reasonable is the source of a number of disputes.

Two recent complaints to our office reflect the scope of the concerns we receive. One mineral owner this past year had deductions from his monthly royalty payment that ranged from a low of 75 per cent of his gross to a high of over 100 per cent. Another complainant received a bill in excess of $100,000 from the company producing his minerals. Both companies indicated they were using a formula similar to that used by the Crown to calculate Gas Cost Allowance.

During the latter part of 1989 an industry task force, JP 90, was formed with representation from the Canadian Petroleum Association (CPA), Independent Petroleum Association of Canada (IPAC), and Small Explorers Producers Association of Canada (SEPAC). Their mandate was to investigate and recommend changes respecting calculation methods to hopefully resolve the issue of natural gas processing fees for the custom user and the freehold royalty owner. Our office identified two recommendations, made by the JP 90 Task Force, that would lower the incidence of future complaints and help resolve present situations.

1. A mechanism to resolve processing fee disputes by mediation, arbitration and/or Public Utilities Board Hearings.
2. Changes be implemented to natural gas leasing forms that would indicate a maximum deduction for royalties and a full disclosure of cost deductions and all ambiguous terms be removed i.e. the term 'reasonable'.

We were pleased the industry worked so diligently and successfully to foster a better understanding of concerns affecting their industry and the freeholders. However, the success of the task force will ultimately depend on the ability to implement the recommendations.

In the meantime, we are continuing to advise mineral owners of amendments they can negotiate into their lease agreements and we are pleased to report a number of them have indicated to us their success in that regard.

Another area that generated some inquiries has been the status of Gross Royalty Trust Agreements. These trusts, issued by trust companies in the late 1940's and the early 1950's, have been put at risk by a recent court decision. We advised those who have made inquiries of the Court's decision and the options available to them.

10 FARM EQUIPMENT

In 1990, the Farmers' Advocate's office investigated a large number of farm implement complaints. All of the complaints were filed after the shop or new warranty ended. In most instances, the office must rely on the reputation and good customer relations policy of the implement dealer. In some cases we have been successful in convincing the dealership's insurance company to pay for the repairs.

Although not always successful, our office has been able to settle the majority of cases with some type of compensation being awarded to the farmer. The settlements have been difficult as many dealers are suffering hard times attributed to the sagging economy.

We are thankful for the support and cooperation shown by the members of the Farm Implement Act Administration in dealing with these cases.

11 APPEALS BY AGGRIEVED WATER USERS IN IRRIGATION DISTRICTS

The Farmers' Advocate continues to be involved with disputes between water users and their district. However, amendments to the Irrigation Act were passed in 1990 providing for an appeal process beyond the Irrigation District Board. Should an individual water user of a district (as defined in the Act) feel that he is being unfairly treated or discriminated against by an action or decision of the board, he now has a course of appeal to the Irrigation Appeal Tribunal.

The tribunal is to be appointed by the Minister in charge and is expected to be in place and operating by April 1, 1991.

For further information contact:
Mr. G. Hartman, Manager
Irrigation Secretariat
Room 265, Provincial Building
Lethbridge, Alberta
Telephone: 381-5176

12 INSURANCE AND THE FARM INDUSTRY

Insurance concerns, as they relate to the agriculture sector, continue to be a source of complaints to the Farmers' Advocate's office. In many cases the insurance policy, as purchased by a farmer, remains a mystery and they rely heavily on their insurance agent to provide the appropriate coverage.

Many of the farmers who contacted our office indicate they assumed their policy would provide for all their losses. The following are some examples that may not be automatically included in farm policies and/or points that should be clarified:

1. Replacement equipment may not be provided while the farmer's insured equipment is being replaced or repaired from damages sustained from an accident or incident.

2. Compensation may not be provided for lost business or lost opportunity.

3. Full replacement value may not be provided unless specific coverage is purchased for those purposes.

4. Insurance claim may be reduced if the item claimed is insured at less than full market value.

5. Some building insurance policies, particularly those of poultry and hog barns, may require the owner to have automatic alarm systems installed, stand-by power plants, and also have this equipment tested periodically for the policy to remain in force.

6. Does your underwriter have the right to cancel coverage at anytime during the term of the contract?

Farmers, and others, habitually renew their policies automatically, giving little thought to changes that may have occurred to their farming operations or changing conditions.

To reduce some of the mystique that seems to be inherent in the insurance industry, some companies are writing policies in "plain English." Nevertheless, if there are portions of a policy you do not understand these sections should be explained by the agent.

It is too late after the fact to review a policy, but all too often that is when most farmers find out they have insufficient coverage to cover their losses.

We advise farmers to comparison shop, not to just get the best price, but to get the best possible protection for the insurance dollar.

Note: The Department of Consumer and Corporate Affairs recently released a discussion paper with the objective to increase the use of plain language in contracts. This discussion paper follows the passing in June 1990 of the Financial Consumer Act which is also written in plain language.

13 INTENSIVE LIVESTOCK OPERATIONS AND PUBLIC HEALTH

There continues to be concern over the health effects of living near to intensive livestock operations. The Farmers' Advocate office has been unable to locate any epidemiological or toxicological studies which show there is either an acute or chronic risk to health living near an intensive livestock operation.

Referring to one of the few studies available, the Commission of the European Communities research on animal effluents has found as follows, in their report "Communicable Diseases Resulting from Storage, Handling, Transport and Landspreading of Manures":

"Despite the wide variety of infective agents —bacteria, viruses, fungi and parasites — that can be present in (manure) slurry, there are few published records of disease transmission to animals or man through slurry, treated or untreated."

14 CASE SUMMARIES

a. Salt Water Spill and Reclamation

A rural MLA contacted the Farmers' Advocate's office regarding a constituent's complaint against an oil company.

Our office reviewed the concern and learned about 10 years ago a battery site located on the complainant's livestock pasture suffered a mechanical mishap and salt water spewed onto the area east of the plant. Approximately five to 10 acres were affected. The oil company, using vacuum trucks, retrieved only a small amount of the salt water as the majority of the spill had been absorbed into the ground. The company has been unable to develop a reclamation plan or access agreement that is satisfactory to the landowner. In the interim, the company has compensated the farmer annually for his loss of hay and pasture.

Relations between the company and the landowner further deteriorated in 1987 when an oil well adjacent to the battery site also had a mechanical failure and spewed crude oil onto an adjoining pasture rendering several acres of hay unusable. No agreement could be reached between the disputants to settle the resulting claim.

Although signs of the salt water spill were still evident from the first mishap, the landowner allowed his cattle to graze in the area. As a result, the livestock became ill with diarrhea.

Our office contacted the disputants and scheduled a meeting with representatives of the oil company and the Energy Resources Conservation Board (ERCB) at the landowner's home to ensure everyone had a clear understanding of the issues and the possible methods to resolve them. Although this meeting was quite lengthy and the landowner was suspicious of the oil company's motives, a settlement was proposed by our office which was eventually accepted by the two parties.

The company agreed to compensate the landowner for all his outstanding damages, lease and fence the affected area of contamination for five years and begin rehabilitation immediately. The company also agreed to communicate with the landowner, through periodic reports, regarding their plans and progress with respect to rehabilitating the area.

b. Well Site Reclamation

A retired farmer contacted our office, early in the summer of 1990, for assistance with a claim he had against an oil company. In September of 1986 the landowner signed a surface lease agreement with an oil company for a well site. However, after preparing the site and prior to drilling, the company decided to abandon that location in favor of an alternate site approximately 200 metres further east.

One month later the landowner signed a new surface lease agreement for the alternate site. In addition, he also signed a release terminating the September lease agreement in favor of the

company. He was also compensated $2,000 for inconvenience, disturbance, damages and preparation of the abandoned site not utilized by the company for reclamation.

After drilling was completed on the alternate site, the well was abandoned as there was not sufficient commercial quantities to warrant production. The company has continued to pay annual compensation to the landowner for the second site as a reclamation certificate has not yet been issued. However, the company did not apply for a reclamation certificate for the first site, as they were of the opinion they had not utilized the area for drilling purposes and, therefore, were exempt from reclamation regulations.

The landowner requested the company pay annual compensation for the first site but was refused. He then applied to the Surface Rights Board but after reviewing his claim the Board did not award compensation as the landowner had signed a release in 1986 terminating the first lease agreement.

Our office inspected the first site, which was the area of concern. It was concluded the area had been fully restored and was not distinguishable from the remainder of the field except for a small hole, approximately two feet in diameter and three feet deep, that had recently caved in. Our office contacted the representative of the company who promptly had the hole filled in.

Further discussion between our office and the land manager took place and the company agreed to pay the landowner $1,000 for additional inconvenience. The company has also applied for a reclamation certificate for the demised area. The landowner accepted the offer and signed a final release concluding the matter.

c. Compensation from Effects of Energy Facilities

A landowner contacted our office concerning a dispute he was having with an oil company. The company had a sour gas well located adjacent to his property. And, the landowner argued he was due some compensation from the oil company.

The well was classified by the Energy Resources Conservation Board (ERCB) as a Critical Sour Gas Well, Level Four. The company had registered a restrictive covenant against his title which, in effect, prohibited the development of a public facility within 1500 meters of the gas well.

The landowner's had contacted the petroleum company and asked for compensation for the potential loss in the value of his property. The company would not consider his request.

The Farmers' Advocate's office reviewed Alberta legislation relative to his concern. Our review determined that no provincial statutes were violated. There are no provisions in the Surface Rights Act that provide for compensation to landowners adjacent to energy facilities even when these facilities reduce the value of the land owners property.

The landowner was advised there was no evidence of wrong doing by the petroleum

company. In view of the foregoing, our office withdrew and referred the matter to the office of the Ombudsman.

d. Fly Problems

A long-standing dispute between an acreage owner and a neighboring hog enterprise resulted in the Farmers' Advocate calling upon the services of an entomologist. The acreage owner complained the hog operation was a breeding ground for flies which were a constant source of irritation.

The hog operation was about 3/4 of a mile from the acreage owner and in a direction that precluded the prevailing winds from being a significant factor in moving the flies from the hog operation to the acreage. Complete wind date statistics were assembled by the Advocate's office with the assistance of the provincial climatologist.

The hog operator, subject to frequent complaints previously, had worked with waste management personnel in Alberta Agriculture and Alberta Environment departments to improve his operation to what might be considered an exemplary standard.

An entomologist made five visits to the premises of the complainant and the hog operator. Fly traps were installed at both locations and fly breeding sites were identified.

The entomologist could not substantiate the claim by the complainant the fly problems were orignating from the livestock enterprise.

Found at the complainant's dwelling were cluster flies, which are slightly larger than house flies and are dark grey in color with golden hairs. The life cycle of these flies was not associated with the hog enterprise. These flies lay their eggs in cracks in lawns and grass pastures. The eggs hatch in two or three days and parasitize earthworms. The larval stage of the fly is completed at the expense of the earthworm.

Greenbottle flies were also identified at the complainant's premises - also a type of fly not evident at the hog enterprise. Alberta Agriculture's entomologist identified the numerous dog feces at the complainant's residence as being the prime origin of these flies.

While the intervention of the Farmers' Advocate gave the hog operation virtually a clean bill of health based on studies and investigation by a qualified entomologist, unofficial word coming to the office would indicate that a course of legal action was being pursued by the acreage owner against the hog enterprise owner subsequent to our involvement.

e. Fencing Dispute

A farmer contacted our office stating he was in conflict with a neighbor and the Farm Credit Corporation over a fenceline.

The farmer ran into financial difficulties and lost his farm to the Farm Credit Corporation. A settlement was reached between the two parties that allowed the farmer to keep his yard site. Unfortunately, when the Farm Credit

Corporation agent and the farmer measured out the yard site a mistake was made whereby approximately three acres was not added into the previously agreed to yard site. The dispute arose when the new neighbor, who bought the land from Farm Credit Corporation, wanted compensation for the three acres that were taken back from him.

Several alternatives were discussed, with our office acting as a mediator. However, neither party would agreed to the terms. A final solution was prepared and presented to all parties. This was eventually accepted and the farmer was allowed to keep his yard site as originally offered by Farm Credit Corporation.

f. Farm Implement Problem

A farmer reported to our office he was having trouble with a large implement dealership over a major engine overhaul required on his tractor.

The farmer said he had been dealing with this particular implement dealership for a number of years without any difficulties. On this occasion he was doing routine maintenance on his tractor and purchased an air filter from the dealer as he had done regularly in the past. This time, however, he noticed his tractor was smoking and running rough after he changed the oil and air filter. As it turned out,the air filter he installed was the wrong one and as a result, air was getting by the filter and into the engine which caused major damage. The filter purchased was almost identical to the proper one except it was about 3/4 of an inch shorter. Unless the two filters were placed side by side it would be very difficult to detect any difference and, as the filter is installed sideways, the gap wouldn't be seen.

The service representative contends they sell hundreds of wrong parts to farmers during the year and it is up to the customer to ensure he has the right part before installing it. Their only offer was 50 per cent off the labor charge which, in effect, amounted to only 25 per cent as there was a 25 per cent off labor costs sale at the time, applicable to all customers.

Our office prepared a letter to the implement company's head office outlining the difficulties experienced by the farmer. However, the company has offered no response, to date. We will continue to pressure the company for an answer.

g. Appeal to Livestock Predator Indemnity Committee

A farmer wrote to our office asking our assistance in appealing a rejection decision of the Livestock Predator Indemnity Committee on the loss of a cow and calf.

The farmer was having a problem with the growing coyote population in his area. During the spring calving season a number of livestock were lost due to predators. He was checking his herd one day, as part of his normal routine, when he found a cow and newborn calf dead with evidence of predation. He immediately called the local agricultural fieldman who viewed the carcasses. His interpretation was that a cow died giving birth and the calf was eaten during birth. The farmer felt the cow was disturbed and while giving birth could not defend itself against predators.

A representative of the Farmers' Advocate's office was able to argue successfully before the Committee that the cow was giving birth at the time, and could not defend herself against a pack of coyotes. There was evidence presented that showed a struggle took place and bite marks clearly demonstrated the death was due to predation. The Committee overturned their original decision and compensated the farmer for part of this loss.

h. Disposal of Abandoned Railway Right-of-Way

One of the concerns relating to abandoned railway right-of-way was brought to the attention of the Farmers' Advocate this year. The concern related to a section of right-of-way that was located in a rolling, hilly area intersected with deep coulees.

The right-of-way, having gone through the process of being offered to the provincial and municipal governments, was offered for sale by public tender. The local landowners were alarmed since they had visions of non-agricultural interests outbidding them on a right-of-way which cut diagonally through their properties.

The office's contact with the Real Estate Division of the railroad company resulted in reasonable assurance being given that if local farmers would make an offer to the company, based on normal agricultural real estate values in the area, the offer would be considered for acceptance.

The farmer's further concern related to whether or not they, after taking ownership of the right-of-way, might find themselves responsible for reclamation of the railroad grade at some future date.

This was a very legitimate concern since there were large cuts on the grade and in some areas large culverts had been removed by the railroad's demolition contractor. The results were that substantial hazards existed for the unwary who might travel on the abandoned right-of-way.

Confirmation was obtained by the Farmers' Advocate from the Alberta Environment's Land Conservation & Reclamation Council and the Regional Director General of Environment Canada that the farmers should have no concerns regarding further demands in this regard.

i. Damages From Seismic Activity

In this case, the complainant, a central Alberta farmer, had agreed to allow a seismic operator access to her land only if certain stipulated conditions were met. The company agreed to make sure to pick up all debris, pin flags, etc. and the conditions were added to the permit form by the permitting agent.

The seismic company completed their winter operation with, apparently, no mishap and the landowner was satisfied no damage to her property was evident.

However, when the snow melted, in the spring, the landowner found some pin flags and also an area adjacent to the seismic line where someone had apparently changed oil or spilled diesel fuel and left evidence of other

mechanical repairs. The landowner indicated she believed the seismic company was responsible for the above mentioned concern. The seismic operator denied the damage was as a result of their activity.

Our office contacted the seismic operator on the landowner's behalf. They agreed to our suggestion that, to maintain goodwill, they increase their offer for damages to the landowner to help offset any costs to clean the area and remove residues remaining from the oil contamination.

The matter was resolved when the landowner accepted the company's revised offer for damages. (See Note)

Note: It is advisable landowners and a representative of the company inspect the area utilized by seismic operators immediately after completion of the project with to verify any deficiencies that may have occurred.

j. Mediation Involving Municipal Government

The Farmers' Advocate's office was contacted regarding a concern raised by a ratepayer of a Municipal Government. Apparently, a road culvert draining a natural water flow was removed by the county during road reconstruction approximately ten years ago. No objection was filed by the adjacent landowner downstream at the time as there was usually sufficient spring runoff from other sources to partially fill a dugout he used for his small herd of livestock.

However, the adverse climatic conditions the following years resulted in an inadequate supply of water to fill the dugout. In addition, his livestock herd had also increased in numbers over the ensuing period of time, thus increasing their water requirements. As a result of these two factors, the landowner was required to supplement the limited water supply of the dugout by pumping from a nearby creek which added to his expense.

The Farmers' Advocate's office met with the landowner and a representative of the county to mediate a resolution to the concerns raised.

The Farmers' Advocate's office proposed and both parties agreed to equally share the cost of supplying and installing a culvert replacing the one that had been removed. The county undertook to schedule the installation, which was completed approximately one week later, thus assuring the landowner runoff from snow melt would be directed to fill his dugout next spring.

k. Approved Subdivision Negatively Affects Existing Feedlot

A very concerned farmer approached the Farmers' Advocate alarmed that somehow events beyond his control had negatively affected his farm operations and hence, his livelihood.

The farmer's neighbor, another farmer, had applied for a four lot subdivision in an effort to increase his revenue to cover financial responsibilities increased by marital breakdown.

The subdivision appeal eventually came before, and was approved by, the Alberta Planning Board. Restrictions were placed on the farm feedlot to the effect that it could not operate as a year round feedlot but only as an overwintering livestock operation.

Another extenuating circumstance, in this case, was that adjacent to the farm was a six acre rural cemetery gifted to the neighborhood by homesteaders at the turn of the century.

The presence of the cemetery subdivision meant that the area of the farm feedlot could be declared a non-farm area as per Division 23 of the regulations under the Alberta Public Health Act. It then followed that minimum distance requirements, applicable to non-farm residences, would increase from 500 feet to 1500 feet.

In addition, in approving the subdivision, the Alberta Planning Board had somehow considered recorded evidence that suggested the farm was not a year round feedlot but only an overwintering operation.

The Farmers' Advocate met with many of those involved in Planning and Public Health. The Public Health Advisory and Appeal Board convened a hearing on the case with the complainant and his neighbor, various health unit personnel and the Farmers' Advocate giving evidence.

The Public Health Advisory and Appeal Board, based on evidence presented, decided to request the Alberta Planning Board to review their decision. Failing a positive decision for the farmer, they agreed to waive the relevant section of Division 23 of their regulations as they applied to this farmer.

A noteworthy point was that the neighbor supported the farmer feedlot owner in his contention to the Alberta Planning Board that, in fact, he did run a year round feedlot operation.

The Alberta Planning Board didn't re-hear the appeal because the subdivision applicant had worked on the project since its approval.

The Farmers' Advocate found out from the subdivider the only costs or work to date had been a survey.

The subdivider, appreciative of his neighbors, agreed to cover the survey costs and re-apply to the Board for a larger subdivision which would not restrict the area for intensive livestock enterprises.

This case had a happy ending for all concerned. This was the result of the reasonable and cooperative stance taken by the Alberta Public Health Advisory and Appeal Board, the Alberta Planning Board, the local Health Unit and the subdivider applicant involved.

I. Euthanasia of Hogs at a Provincial Diagnostic Laboratory

A complaint came to the Farmers' Advocate's office from a farmer who transported a large live pig to a provincial diagnostic laboratory for diagnosis. The lab was unable to euthanize the animal due to a lack of facilities and concerns for staff safety.

After rendering assistance to the farmer, the Farmer's Advocate, in consultation with laboratory staff, found that indeed the laboratory was poorly equipped to humanely euthanize some large active animals. Laboratory personnel indicated that steps would be taken to have improved facilities available as soon as possible. Apparently the circumstances surrounding this complaint were infrequent.

m. Farm Lease Disagreement

A farmer, a renter of land from another farmer, contacted our office in regard to the cancellation of his hay lease.

Apparently various trade-offs had occurred between the owner and the renter, however, nothing had been documented. All agreements, if they had been arrived at, were verbal.

Contact with the owner of the land by the Farmers' Advocate left some doubts as to who might be at fault.

Efforts to negotiate a settlement between the two individuals met with little success.

Since both parties involved in the dispute were in direct contradiction on matters of fact, the Farmers' Advocate advised the complainant to give consideration to pursuing his case in Small Claims Court.

The monies involved did not warrant either party engaging the services of a solicitor if the economics of the situation were considered. However, the added incentive of giving evidence under oath could sort out the facts of the matter.

n. Contravention of Regulations

Contact with the Farmers' Advocate's office was made by a farmer after receiving notice from his county that steel bins, which he had placed on cement pads at a distance of 10 feet from the county road allowance, would have to be moved. Further, the farmer had received notice from the power company advising him that he was in violation of the Electrical Protection Act because of the proximity of the bins to the power line. Regulation 360 of the Alberta Utility Regulations requires a three metre horizontal and a five metre vertical clearance from an overhead 7200 volt power line.

Prior to his contact with our office, the farmer had also appealed the county's order to the County Development Appeal Board for a waiver or adjustment to the original order. The Appeal Board upheld the original order. Of particular concern to them was the fact that the bins were not only located close to the road but also at an intersection.

An on-site inspection by the Advocate confirmed the foregoing situation, in that all concerns raised were valid.

One other factor in the case was the parties to the case were, to some degree, trying to fix blame for this unfortunate occurrence on the other parties.

The farmer said he wasn't aware of the building restrictions and was only trying to reduce the non-farmable area of his field. He indicated the

contractor who had constructed his bins should have known the location was wrong. The power company was also fingered as partly responsible since they had not advised him of the error, in building at this location, when he contacted them for electric service.

The Farmers' Advocate contacted all parties involved, convened a joint meeting, heard the evidence. A recommendation was made for resolution of the situation with full acknowledgement by all parties that a hazard existed and the situation would have to be rectified.

The eventual resolution ended with the farmer paying the out of pocket expenses for the move, with new cement pads as being the main expense. The contractor contributed the work to remove the bins from the old pads and reestablish them on the new pads. The power company shut the power off at their cost, as well as supplying lifting equipment for the bins. The company also offered their winch truck to tilt the old cement pads out of the ground so they might be skidded away for disposal.

o. Grazing Lease Dispute

A farmer wrote to the Farmers' Advocate's office requesting assistance in dealing with officials from the Public Lands Division of Alberta Forestry, Lands and Wildlife.

The farmer had a long-standing grazing lease with Public Lands. However, because the area was mostly swamp and dense woods, Public Lands felt the small amount of pasture available for grazing was not accessible to the farmers livestock. The farmer maintained his livestock were utilizing the pasture and could reach it from his home quarter.

An on-site meeting was arranged by our office with the farmer and a representative from Public Lands. The lease was inspected to determine the validity of the farmer's claim.

The inspection revealed that cattle were able to find their way to the pasture area and Public Lands drew up a new agreement allowing the farmer to continue with his lease.

p. Mediation in Dispute Between a Farmer and a Major Grain Buyer

A farmer called the Farmers' Advocate's office with a problem over the sale of barley to a major grain buyer.

The farmer sold a car load of barley on contract to a malt company through a grain buyer. The local elevator manager called him to bring the grain to the elevator, which he did.

Some time went by and he got a call from the grain buyer stating the malt company would not take delivery of the grain as it contained contaminates over the allowable limits. The grain buyer stated they could find another buyer but not until later in the year and he would have to take the grain back from the elevator.

The farmer was sure the grain was free of any contaminates and had the grain tested again. The results conflicted with the grain buyer's testing. We called seven officials with the grain buyer and learned that, through no fault of the farmer, the call for the grain was made too early

by the local elevator manager and the contaminates found in the samples were suspect.

After some deliberation, the grain buyer was convinced to buy the barley from the farmer and sell it at a later date.

q. Dog Shot in Feedlot

A farmer contacted the Farmers' Advocate regarding a court judgement against him. The judgement resulted from a legal action in which he was sued for damages by a dog owner. The farmer had shot the complainants prize dog while it was sitting in the farmer's feedlot.

The Farmers' Advocate pointed out to the farmer that he could not usefully intervene in this matter since it had already been dealt with by the courts.

Inquiries by the Advocate led him to advise the farmer that because of extenuating circumstances and various actions which he had taken prior to his involvement with the justice system, an appeal of his case may be of doubtful value.

In any decision of this nature, however, the defendants were advised to seek further legal council.

r. Compensation for Well Site Access Road

A farmer from a northern municipality contacted the Farmers' Advocate's office after he received a letter from an oil company's solicitor demanding repayment of compensation paid for the last five years for road access to a well site. The letter indicated the company would take whatever action it deemed appropriate if payment were not received within 14 days.

Our office immediately investigated the matter and learned several other adjacent landowners had been sent identical letters.

It was determined that the municipality, at some time in the 1960's, acquired land for roadways from the landowners in the area. Agreements were signed by the landowners at that time but the municipality failed to register their interest in the lands in question. It was also learned that the predecessor of the company operating the well had acquired several roadway agreements from landowners in the area in 1978, as there were no developed roads in that particular region.

Neither the oil company nor the landowners were aware of the legal status, as a title search by the company failed to indicate the municipality was, in fact, the true owner.

It was not until the mid 1980's that the municipality hired an Alberta land surveyor to undertake a program to correct certain deficiencies in the municipality's records. The aforementioned roadway was duly registered at that time. When the oil company realized they had been paying the landowners annual compensation unnecessarily for five years, the legal department of the company demanded restitution.

Our office wrote a letter to the company executives outlining our concerns and indicating the company had failed to notify the landowners of the situation and the possible

repercussions. We indicated personal contact would have been preferable to their legal department sending a threatening letter to the farmers. It was pointed out that there was no intent by the landowners to defraud the company and that the remittance demanded by the company, which was substantial, would place an unwarranted financial burden on the farmers at this time. Also, the company's image in the community would be damaged and the loss of goodwill in the agriculture sector was likely to be substantial if legal action were persued.

In a very short time the company contacted our office and indicated they were reversing their decision and terminating their claim against the landowners. Further, the company indicated they would be sending a letter of apology to each of the farmers.

15 SOURCE OF COMPLAINTS BY LOCATION

a. Written Complaints by Location

ACME	1	BYEMOOR	2
ALCOMDALE	1	BUCK CREEK	1
ALDER FLATS	3	CALGARY	7
ALIX	1	CALMAR	3
ARDMORE	1	CAMROSE	1
ATHABASCA	6	CARMANGAY	1
BARNWELL	1	CAROLINE	1
BARRHEAD	1	CARROT CREEK	1
BEAUMONT	1	CARSTAIRS	1
BENTLEY	2	CASTOR	5
BEZANSON	1	CHERHILL	1
BLACK DIAMOND	1	CLIVE	1
BLACKIE	1	CLYDE	1
BLUFFTON	1	COALDALE	2
BON ACCORD	2	COCHRANE	1
BONANZA	2	CONDOR	1
BOW ISLAND	1	CONSORT	3
BOYLE	1	CORONATION	1
BRETON	2	COUTTS	1
BROOKS	2	COWLEY	1

CRANFORD	1	GADSBY	1
CROSSFIELD	2	GIBBONS	1
DAPP	1	GLENDON	2
DEL BONITA	1	GRIMSHAW	2
DIAMOND CITY	1	GRANDE PRAIRIE	1
DIDSBURY	1	GUNN	1
DRAYTON VALLEY	1	GUY	1
DRUMHELLER	1	HAIRY HILL	2
ECKVILLE	1	HANNA	3
EDBERG	2	HIGH PRAIRIE	2
EDMONTON	12	HIGH RIVER	1
EGREMONT	1	INNISFAIL	2
ELK POINT	2	INNISFREE	3
ELMSWORTH	1	IRMA	1
ENCHANT	2	IRON RIVER	1
ENDIANG	1	JAMES RIVER BRIDGE	1
FERINTOSH	3	JARVIE	1
FLATBUSH	1	KELSEY	1
FOREMOST	2	KILLAM	1
FORESTBURG	1	KINUSO	1
FORT ASSINIBOINE	1	KIRRIEMUIR	1
FORT SASKATCHEWAN	2	LACOMBE	1

LA CRETE	1	OKOTOKS	1
LAMONT	2	OLDS	3
LEDUC	1	OYEN	2
LEGAL	1	PARADISE VALLEY	2
LESLIEVILLE	1	PERRYVALE	1
LLOYDMINSTER	1	PINCHER CREEK	1
MADDEN	2	PLAMONDON	2
MAGRATH	1	PONOKA	4
MANNING	1	PROVOST	1
MANNVILLE	2	RADWAY	2
MARKERVILLE	1	RED DEER	1
MARWAYNE	1	RIMBEY	2
MAYERTHORPE	2	ROCHESTER	1
MCLENNAN	2	ROCKY MTN. HOUSE	1
MEDICINE HAT	5	ROLLING HILLS	1
METISKAW	1	ROLLY VIEW	2
MILLARVILLE	1	ST. ALBERT	1
MONITOR	1	ST. MICHAEL	1
MORINVILLE	1	ST. PAUL	3
MUNDARE	1	SEVEN PERSONS	1
NEERLANDIA	1	SHERWOOD PARK	4
OHATON	2	SMOKY LAKE	3

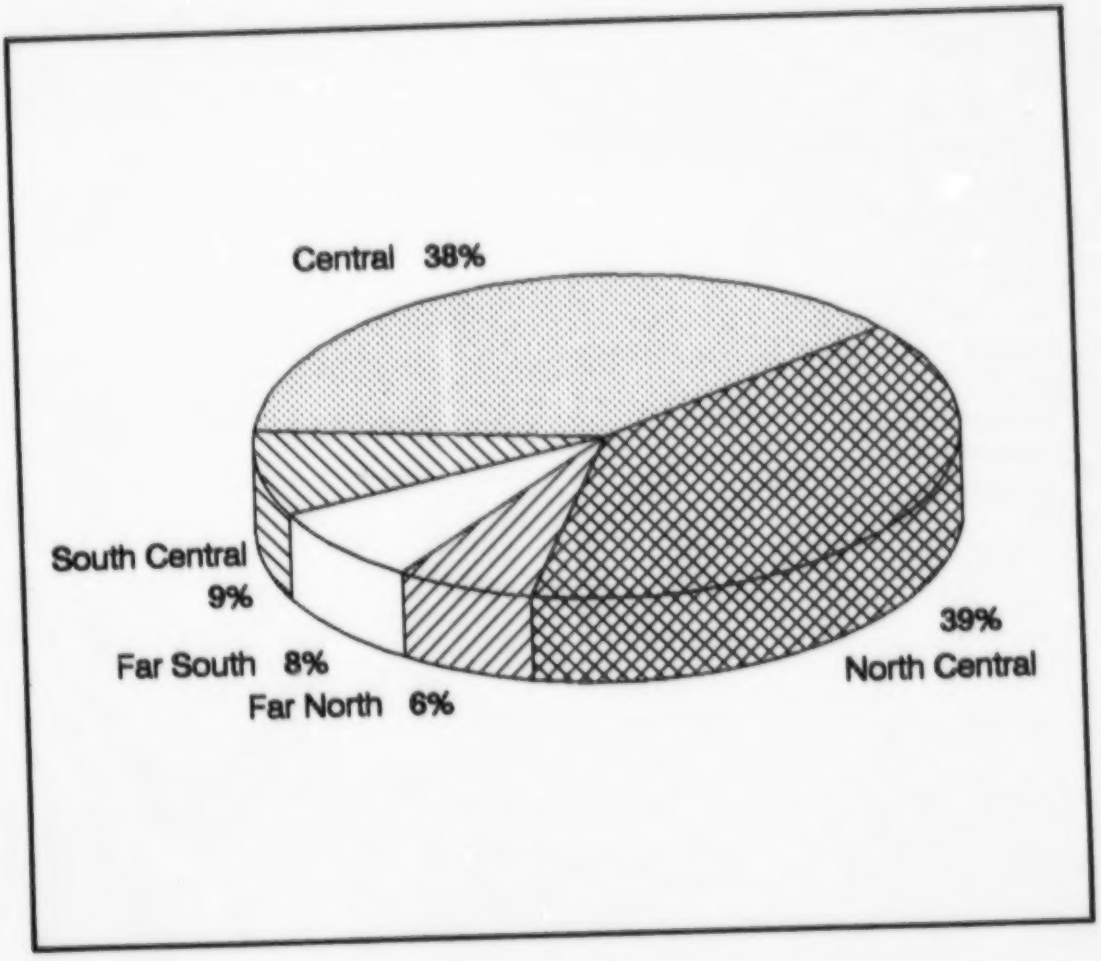
SOUTH EDMONTON	2	VILNA	1
SPRUCE VIEW	1	VIMY	1
STAR	1	VULCAN	1
STETTLER	3	WAINWRIGHT	3
SOUTH EDMONTON	2	WALSH	2
SPRUCE VIEW	1	WARBURG	6
STAR	1	WARSPITE	1
STETTLER	3	WESTEROSE	2
STRATHMORE	2	WESTLOCK	4
SUNDRE	1	WETASKIWIN	1
SUNNYBROOK	1	WILDWOOD	1
SUNSET HOUSE	1	WILLINGDON	1
SYLVAN LAKE	1	WIMBORNE	1
TABER	1	WINFIELD	1
THORHILD	6		
THORSBY	3		
TIGER LILY	1		
TILLEY	1		
TWO HILLS	1		
VALLEYVIEW	2		
VEGREVILLE	1		
VERMILION	4		

b.1990 Public Telephone Inquires by Region

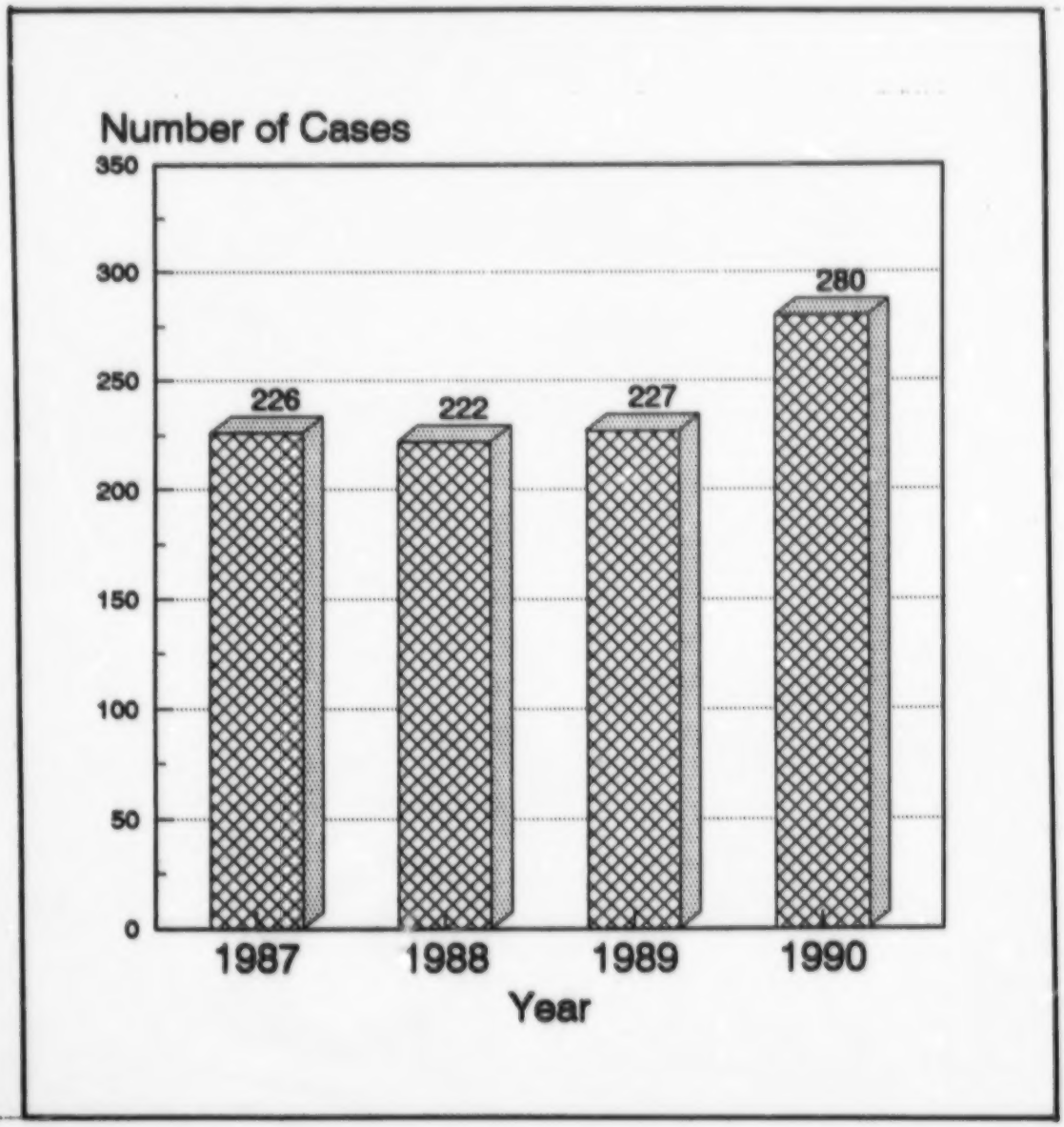
Total Inquires:

3089

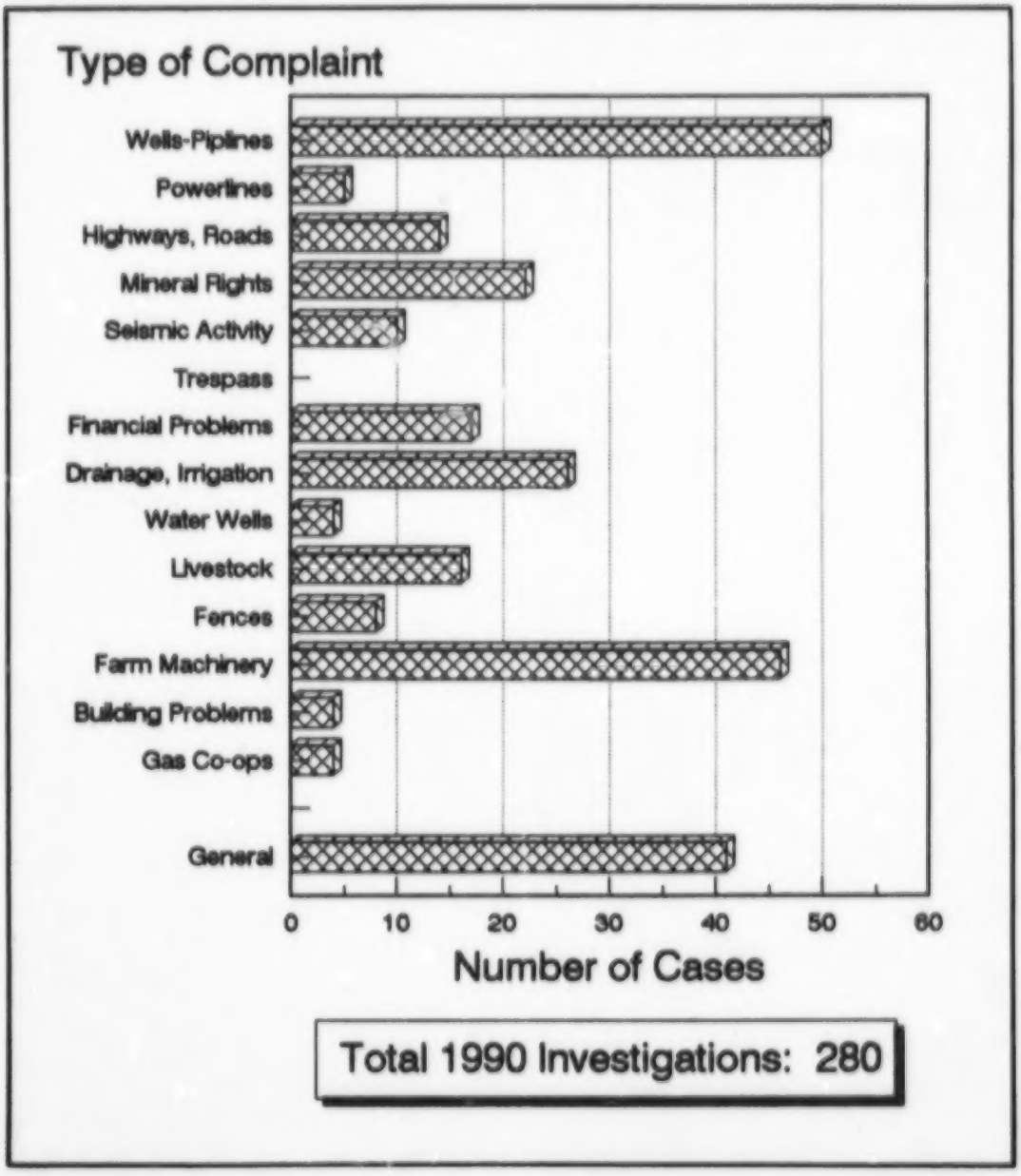
c. Active Investigations by Region



d. 1987 - 1990 Active Investigations



e. Active Investigations by Type of Complaint



16 CASE FILES AND FINAL DISPOSITION

a. Wells-Pipelines

Concerns regarding location of a proposed wellsite and also sour gas emanating from an existing well adjacent to his property.	Assistance Provided
Oil company requesting payment of compensation monies which were inadvertently paid to the farmer after road was developed.	Rectified
Requests our office to look over his Surface Rights Board Order.	Information Provided
Requesting damages and crop loss from oil company regarding pipeline abandonment.	Rectified
Problems obtaining compensation from oil company.	Information Provided
Dispute with energy company over compensation and reclamation for pipeline right-of-way.	Assistance Rendered
Dispute with oil company over damages caused by pipeline installation.	Unable to Assist
Concerns regarding road use agreement with oil company for production, servicing and abandonment of a well.	Information Provided
Concerns about a pooling agreement proposal regarding their freehold lease.	Assistance Rendered
Partial assignment of owner's rights by grantee without permission.	Assistance Rendered
Seeking advice on oil and gas lease for renegotiation and benefits to heir.	Information Provided
Seeking damages from pipeline company for clearing of trees on wrong right-of-way.	Rectified
Concerns regarding sour gas well to be drilled on adjoining property.	Information Provided

Surface lease rental has not been paid for the years of 1998 and 1989.	Under Investigation
Seeking compensation for pipeline company for oil spill.	Rectified
Seeking higher annual compensation from operator of well site.	Information Provided
Wants caveat, placed in error by trust company, removed from land title regarding well site.	Assistance Rendered
Seeking compensation from oil company for wellsite lease.	Under Investigation
Seeking assistance in obtaining annual rental on two surface leases after signing a release for No. 1 well site.	Assistance Rendered
Seeking compensation for crop loss and damages by oil company due to encroachment by surveying for well site.	Assistance Rendered
List of grievances against pipeline company regarding injury of horses, cleanup of site, etc.	Rectified
Seeking compensation from oil company for damages at various well sites.	Under Investigation
Seeking assistance negotiating gas lease with exploration company.	Assistance Rendered
Seeking compensation for property damage by pipeline company.	Under Investigation
Concerned about abandonment of well and termination of surface lease.	Assistance Rendered
Concerns regarding the terms of pipeline agreement and to soil stripped during installation of pipeline.	Rectified
Concerns regarding annual compensation payable for his surface lease.	Assistance Rendered
Seeking payment from oil company for work done to restore well site.	Information Provided
Complaint regarding cleanup and reclamation after installation.	Under Investigation

Complainant wants to keep fill that pipeline company left in creek.	Assistance Rendered
Renegotiating lease and acreage in dispute.	Under Investigation
Oil company did not properly reclaim an abandoned well site.	Assistance Rendered
Well site reclamation not completed properly.	Under Investigation
Problems with terms of surface lease and compensation for same.	Assistance Rendered
Seeking assistance in renegotiating surface leases. Company wants to reduce rental payments.	Information Provided
Installation of pipeline caused damage to drainage system.	Under Investigation
Problems over compensation and land reclamation.	Under Investigation
Seeking payment from petroleum company for damages on surface lease site.	Farmer Accepted Offer
Seeking compensation for fencing well site.	Rectified
Problems with reclamation of well site.	Under Investigation
Several concerns regarding the location of a proposed well site on their property.	Information Provided
Appealing Surface Rights Board decision.	Under Investigation
Seeking compensation and future consultation regarding installation of well heads on surface lease site.	Under Investigation
Seeking annual compensation for well site and access road.	Information Provided
Problems concerning annual compensation, reclamation and crop loss due to four surface leases on his property.	Rectified
Seeking compensation for damage and loss of use from a fire started by pipeline construction.	Under Investigation
Reclamation of well site not completed but annual compensation has not been paid.	Under Investigation

Review rate of annual compensation for their surface lease.	Under Investigation
Well site abandoned but compensation for clean-up not paid to landowners.	Assistance Rendered
Seeking assistance in removal of caveat from well site property.	Assistance Rendered

b. Power Lines

Problems obtaining compensation from utility companyfor damages which occurred because of a power failure.	Information Provided
Believes utility company made it impossible to establish a helicopter training school due to placement of powerline.	Information Provided
Querying regulations regarding heavy duty power lines being built past private dwellings.	Information Provided
Wants utility company to move power line as it passes directly over grain bins.	Information Provided
Removal of grain bins from under powerlines.	Rectified

c. Highways, Roads, Railways

Concerned that proposed changes to highway will take acres of prime arable land out of production.	Assistance Rendered
Concerns regarding upgrading of highway and proposed rerouting.	Assistance Rendered
Land taken for railway right-of-way sold to acreage owner instead of to farmer that originally owned the land.	Unable to Assist
Trying unsuccessfully to have railway repair fence along track.	Assistance Rendered
Hay meadow flooded due to dam built by construction crew to facilitate work on highway.	Unable to Assist
Trying to reach settlement for damages incurred by government department for temporary haul road and camp site.	Unable to Assist

Water problem due to ditching and construction of secondary road.	Under Investigation
Problems with neighbor over road allowance lease.	Under Investigation
Railroad built a road in a ditch adjacent to the railroad which has created a flooding problem.	Assistance Rendered
Agreement with government department for earth for highway construction has not been fulfilled.	Under Investigation
Wants an extension on option to adjoining abandoned railway right-of-way lands.	Referred to Dept. Concerned
Borrow pit dug for highway widening project resulted in excess spring water in his pasture.	Assistance Rendered
Wants MD to build access road and back slope the road separating sections.	Information Provided
Proposed highway straightening will dissect land.	Under Investigation

d. Mineral Rights

Requests assistance understanding letter from trust company regarding mineral rights and royalties.	Information Provided
Concerned about the terms of mineral lease.	Under Investigation
Concerned that beneficiaries of mineral rights will be excessively taxed.	Information Provided
Concerns regarding payment of royalties from mineral lease.	Under Investigation
Wants to know where to advertise to sell mineral rights.	Information Provided
Unhappy with processing fees charged against royalties for minerals.	Information Provided
Forwarded gas production lease and royalty statements for our review.	Under Investigation

Questioning the processing fees adjustment from royalty payment.	Under Investigation
Concerned about the Gas Cost Allowance deduction from their royalties.	Information Provided
Numerous questions regarding mineral rights and the leasing of same.	Information Provided
Concerned about the methods used by a land agent when negotiating for mineral rights.	Assistance Rendered
Concerned about trust company's legal fee deductions from royalty payments.	Under Investigation
Legal fee deductions by trust company from royalty payments.	Under Investigation
Trying to determine if they own the mineral rights on their property.	Information Provided
Concerns regarding royalty payments and processing fees.	Under Investigation
Unhappy with methods used by three companies paying royalties.	Under Investigation
Mineral rights ownership dispute.	Information Provided
Complaint regarding excessive Gas Cost Allowance deductions.	Under Investigation
Concerns regarding Gas Cost Allowance deductions from their royalties.	Under Investigation
Concerns regarding Gas Cost Allowance deductions from royalties.	Under Investigation
Seeking outstanding royalty payment and also information regarding payment for mineral rights.	Under Investigation
Requesting information about minerals rights on deeded land and on grazing lease.	Information Provided

e. Seismic Activity

Missing cattle due to seismic crew leaving gates open and cut fence pulled back on grazing lease.	Information Provided
Seeking compensation for damages and loss of income due to flowing hole caused by seismic activity.	Information Provided
Seeking compensation from geophysical company for geophone bases and flags found on their property.	Rectified
Seeking compensation from seismic company for damages to his neighbouring uncle's well water quality.	Assistance Rendered
Seismic company is not paying for the full number of feet stipulated in the permit to conduct geophysical operations.	Rectified
Seeking compensation for crop loss and damages incurred by seismic crew.	Unable to Assist
Seeking compensation for fuel spill by seismic crew.	Assistance Rendered
Seeking compensation from geophysical company for damages to fence.	Assistance Rendered
Wants compensation for damages caused by geophysical activity.	Rectified
Problem receiving compensation from seismic company.	Rectified

f. Financial Problems (including bankruptcy)

Tractor sold by sheriff due to financial problems and did not realize a good price for it.	Information Provided
Believes the bank overcharged interest on fixed interest loans that were charged at floating interest rates.	Under Investigation
Co-signed mortgage for son, who missed one payment and bank is requesting full payment.	No Further Action
Wants to sell farm, excluding cattle, to reduce debt to financial institution.	Assistance Rendered

Financial problems involving review board and possible bankruptcy.	Information Provided
Financial problems with their grain transport operation.	Unable to Assist
Concerned about commodity based loan with financial institution.	Information Provided
Financial problems with financial institution that led to repossession of their farm.	Not Justified
Concern over interest being added to monthly payments of loan.	Information Provided
Revenue Canada seized their records regarding unpaid taxes.	Assistance Rendered
Wants a refund from Crow Benefit Program because complainant was disqualified.	Abandoned
Auction market sold his livestock but had no funds on deposit to cover the cheque they issued as payment.	Referred to Dept. Concerned
Outstanding accounts with farm equipment dealer and bank.	Unable to Assist
Bank has ordered insurance company to pay all monies from loss of house and contents to the bank.	Under Investigation
Transferred cream quota to the purchaser of four of their cows. They were paid for the quota but not the cows.	Information Provided
Complaints received from farmers seeking payment for grain from company, which has declared bankruptcy.	Under Investigation
Seeking assistance in changing the assessment by Revenue Canada regarding fuel tax rebates.	Under Investigation

g. Flooding, Drainage, Irrigation

Wants compensation from village for damages and crop loss caused by leakage from the reservoir.	Rectified
Several problems regarding irrigation and water rights.	Unable to Assist

Spring runoff water from adjacent quarter is flooding the low areas.	Assistance Rendered
Creek is flooding their agricultural land and also creating difficulties in crossing the creek.	Assistance Rendered
Concerns regarding branding policy requirements by irrigation district.	Assistance Rendered
Water draining onto land due to ditches established by neighbor.	Under Investigation
Drainage problem on east/west roadway adjacent to his property.	Assistance Rendered
Conflict over contract and maintenance of drainage project.	Unable to Assist
Trying to obtain permission to withdraw water from river for stock watering.	Under Investigation
Neighbour's road and dam cause flooding to much ofproperty and prevents access to the NW portion.	Under Investigation
Installation of culverts by the MD has created a drainage problem as the water will now flow through complainant's field.	Under Investigation
Seeking assistance in having flood gates installed in drainage project to prevent flooding.	Unable to Assist
Neighbour's water diversion has caused extensive flooding, erosion and major loss of top soil.	Under Investigation
Request from county to assist in resolving a drainage problem.	Under Investigation
Wants assistance in obtaining a creek crossing or costs to construct one, as present one keeps washing out.	Under Investigation
Access bridge to honey farm was washed away due to May flooding.	Information Provided
Requesting our assistance and attendance at a meeting regarding a drainage problem with the village's landfill.	Assistance Rendered

Drainage problem which the county has not taken steps to resolve.	Under Investigation
Trying to recoup, from irrigation district, money spent for the installation of a water pump.	Information Provided
Flooding due to poor drainage from lake.	Under Investigation
Flooding, caused by city's drainage ditch, and a large deposit of the City's garbage.	Under Investigation
Drainage problems allegedly caused by the county's road construction and in adequate provision for proper drainage.	Under Investigation
Wants a culvert installed where it used to be to help with water supply for his livestock.	Assistance Rendered
Year round release of water from reservoir has not been occurring resulting in a shortage of water in dry years.	Under Investigation
Wants an agreement with irrigation district allowing him to pump water from a slough.	Under Investigation
Problem with irrigation district regarding the method of funding irrigation project.	Under Investigation

h. Hail, Wind, Pollution

Health Unit advised complainant that livestock cannot water at lake and land must be fenced 50 feet beyond normal high water mark.	Under Investigation
Complaint of smoke and odors from three gas plants (emissions).	Under Investigation
Believes pasture is being polluted by flood waters from river	Under Investigation

i. Groundwater (Water wells)

Oil or crude substance in well, possibly natural -not related to oil from field.	Assistance Rendered

Displeased with capability of water well on land purchased in 1989.	Required Litigation
Alleges that oil company water truck took water fromhis dugout and also contaminated his water supply.	No Further Action
Feels water well was damaged by seismic operations.	Rectified

j. Livestock

Problem receiving payment from customer for cattle kept at their feedlot.	Information Provided
Wants compensation from the Disaster Assistance Program for the loss of 18 steers due to lightning.	No Further Action
Dispute over ownership of two bulls.	Under Investigation
Received a lesser payment for his cattle as the veterinarian at the packing plant said they smelled of garlic.	Unable to Assist
Dissatisfied with the packing plant's grading of two steers.	Referred to Dept. Concerned
Insurance say death of calf from oil is not a valid claim.	Unable to Assist
Believes neighbor's proposed subdivision will have detrimental effects on their feedlot.	Assistance Rendered
Packing plant stated cow was emaciated and did not pay for it or return animal.	Unable to Assist
Seeking compensation for cow shipped to packing plant which had the hind quarter condemned by inspector.	Assistance Rendered
Not being paid for actual weight of hogs when sold to packing plant.	Information Provided
MD has refused a request for a development permit to expand their feedlot.	Assistance Rendered
Seeking repayment for frozen embryos and the documentation to register four calves born as aresult of the implants.	Under Investigation

Seeking assistance regarding several thefts/killings of cattle within the county.	Information Provided
Upset over their involvement with veterinary laboratory regarding a downer sow.	Assistance Rendered
Sold pigs to packing plant and wasn't paid for full weight of animals.	Assistance Rendered
Seeking assistance on sale of cows. Was not paid for full weight of animals.	Under Investigation

k. Fences

Dispute with telephone company regarding damages to fence as a result of plowed in cable.	Under Investigation
Neighbor took down fence, complainant built a new one on his property and wants $1,200 as payment for complainant's share.	Information Provided
Neighbor removing wire and posts installed during repair of old fence.	Information Provided
Billing neighbor for half the cost of new fence.	Rectified
Line fence torn down by utility company under the Replacement and Salvage Program and has not yet been replaced.	Assistance Rendered
Fence dispute with neighbor.	Required Litigation
Fence line/boundary dispute with neighbor.	Under Investigation
Dispute with neighbor over fence line and boundary.	Under Investigation

l. Farm Machinery

Grain trailer built to wrong specifications and deteriorating badly, wants compensation.	Under Investigation
Ongoing problems with implement manufacturer.	Information Provided
Insurance problem stemming from fire in combine.	Assistance Rendered

Believes repairs done by local farm equipment company compounded problems with tractor and increased his bill significantly.	Under Investigation
Wants compensation from fuel company for truck motor failure which was caused by gasoline in his diesel fuel.	Unable to Assist
Questioning increase in power bill prior to Public Utilities Board hearing to decide if increase will be allowed.	Information Provided
Gears went out on tractor mounted broadcaster.	Assistance Rendered
Problem with hydraulic pump on tractor and excessive cost to repair same.	Assistance Rendered
Dispute with implement dealer over warranty repairs on external valve on transmission.	Unable to Assist
Seeking compensation from equipment dealer for repairs to combine.	Unable to Assist
Problems with Ford Supercat and repairs to same.	Under Investigation
Seeking compensation from tire company for split truck tires.	Information Provided
Feels motor purchased out of Bargain Finder was not the motor advertised and wants a refund.	Information Provided
Trying to get dealer to assume responsibility for breakage of axle.	Referred to Dept. Concerned
Trying to obtain a control box for B-line box that was not included at time of purchase.	Abandoned
Problem with repairs done on leased tractor.	No Further Action
Wants replacement of rebuilt engine as it has never performed satisfactorily.	Unable to Assist
Seeking compensation for tractor repairs which were needed because driver of fuel truck put gasoline into diesel compartment.	Under Investigation

Improper overhaul of tractor.	Assistance Rendered
Alleges the starter ring gear of tractor was damaged by mechanic who overhauled the transmission.	Unable to Assist
Seeking compensation from dealer because swather not delivered in same condition it was in at time of purchase.	No Jurisdiction
Seeking compensation from insurance company for damage to tractor due to alleged vandalism.	Information Provided
Seeking compensation for damaged combine. Insurance companies denying claim.	Under Investigation
Seeks assistance to cancel purchase contract for tractor because of personal problems.	Assistance Rendered
Farm machinery company won't cover crankshaft damage caused by a broken bearing cap.	Under Investigation
Motor of tractor was damaged after complainant was sold the wrong sized air filter.	Under Investigation
Complaint regarding workmanship of failed roller on swather.	Assistance Rendered
Dispute with implement dealer over repair work to tractor.	Unable to Assist
Damage to crankshaft of tractor due to improper installation of flywheel by implement dealer.	Uner Investigation
Insurance company paid for repair of burned combine but would not pay for replacement combine in the interim.	Referred to Dept. Concerned
Complaint regarding work done on tractor.	Unable to Assist
Tractor purchased as free and clear is encumbered to Alberta Treasury.	Assistance Rendered
Problem with dealership regarding repairs to tractor.	Assistance Rendered
Various problems over repairs and payments regarding their tractor.	Required Litigation

Hydraulic pump on combine blew up while in shop for other repairs; dealer won't release combine.	Assistance Rendered
Ongoing problems with two tractors and does not have a properly functioning tractor.	Assistance Rendered
Purchased combine with rebuilt motor and a verbal agreement that the motor was under warranty.	Information Provided
Concerned about charges for repair of tractor.	Under Investigation
Wants assistance from dealer for repair of tractor engine although it is not under warranty.	Unable to Assist
Problems with jobber belt on baler.	Under Investigation
New rotary tiller was dropped during loading at dealership.	Referred to Dept. Concerned - Farm Implement Act Administration
Several problems over purchase, repairs and communication with dealership regarding tractor.	Assistance Rendered
Seeking compensation for problems encountered with hopper bin product.	Required Litigation

m. Building Problems

Company wants payment and signed release for partially completed silo although they went out of business before construction was finished.	Under Investigation
Wants advice on settlement offer by insurance company for hail damage to barn, shop and steel shed.	Assistance Rendered
Complaint against a custom renovation firm regarding a sun room addition to their house.	Rectified
Concerns regarding repair bill for tractor.	Assistance Rendered
Two butler bins, used for grain storage, are collapsing.	Unable to Assist

n. Gas Co-ops

Cow died in ditch that gas co-op made on his property.	Assistance Rendered
Feels gas co-op is overcharging for gas consumption.	Not Justified
Trying to have gas co-op run lines to service his 40 acres.	No Further Action
Hearing to determine amount of compensation payable for re-entry on a landowner's property.	Under Investigation

o. General Requests - Problems

Problem with Dairy Control Board relating to Market Share Quota and right to sell same.	Information Provided
Feels he was overcharged by electrician for installation of new yard lights.	Assistance Rendered
Wants to purchase farm land in southern Alberta and emigrate to Canada.	Information Provided
Concerned about water levels in lake and deteriorating wildlife values in proximity to the lake.	Under Investigation
Dispute with lessees over verbal land rental agreement and fence replacement and cost.	Assistance Rendered
Protesting increased gas bills due to annexation of his property and feels the city did not try to alleviate increases in utility costs.	Information Provided
Financial agency rejected their bid on land through a realtor for a price lower than their bid.	Information Provided
Requesting assistance or information to have some species of birds and animals removed from the restricted list.	Information Provided
Feels MD is requesting information outside of their jurisdiction regarding Development Permit application.	Information Provided
Concerns regarding the terms of grazing lease, specifically fencing and utilization by livestock.	Assistance Rendered

Shot and killed a Labrador retriever that complainant alleges was disturbing his cows.	Required Litigation
County subdivision boundary extends erroneously into land.	Information Provided
Loss of oats due to large deer population.	Information Provided
Concerned about revision of land use by-laws in county.	Information Provided
Unhappy with the cost of brushing and piling by service company.	Unable to Assist
Aerial overspray on canola crop.	Under Investigation
Seeking compensation for crop loss and damage caused by their Wetland Project.	Information Provided
Concerns regarding the possibility of Hutterite Colony locating in close proximity to existing colonies and complainant's property.	Information Provided
Seeking compensation from chemical company for a failed application of one of their chemicals.	Assistance Rendered
Wants a rehearing regarding claim by his father's estate.	Unable to Assist
Questioning increase in power bill prior to Public Utilities Board hearing to decide whether increase will be allowed.	Information Provided
Seed oats did not germinate at percentages given at time of purchase; much lower yield.	Assistance Rendered
Verbal agreement to rent land was not honored by landowner.	Required Litigation
Complainant feels should not pay 1990 taxes on the of fuel purchased in 1987.	Referred to Dept. Concerned
Concerned that airport development is proceeding without disclosure to the community.	Assistance Rendered
Survey crew did not clean up slash line. Also concerned about the new Builder's Lien Act.	Information Provided

Seeking half of disaster assistance payment fromlessor who agreed to allow complainant to put hay on his land.	Information Provided
Seeking payment from sister for work done to land rented from her.	Unable to Assist
Unhappy with ID's methods regarding a problem under the Weed Control Act.	Assistance Rendered
Contract dispute with lessee over several issues.	Information Provided
Complaints regarding farm vehicles and the use of marked fuel.	Under Investigation
Seeking compensation for lower yield in wheat crop due to faulty chemical sprayed on crop for wild oats.	Under Investigation
Wants to manage Crown gravel pit and is attempting to reach agreement with Forestry, Lands & Wildlife.	Under Investigation
Traded in motorhome and paid cash difference for new vehicle he has not received from dealership.	Required Litigation
Grain elevator operators rejected his barley due to mildew.	Assistance Rendered
Problems with water treatment system installed to improve the quality of the water.	Under Investigation
Application to Farm Income Assistance Program was not accepted.	Referred to Dept. Concerned'
AADC rejected application to the Beginner Farmers Program.	Under Investigation
Seeking assistance with Disaster Assistance application on loss of bees.	Under Investigation
Problems with Indians hunting; also the sale of municipal road allowance.	Information Provided